

COPY

COPY

AGREEMENT

BETWEEN

BOROUGH OF MANASQUAN

And

MANASQUAN MUNICIPAL WORKERS ASSOCIATION

JANUARY 1, 2006 THROUGH DECEMBER 31, 2009

10/16/07 CC  
perc

8/1/06 CC  
Borough

8/2/05  
CC  
8/8/06  
CC  
to PIA

## TABLE OF CONTENTS

ARTICLE 1.....	1
<i>Preamble</i>	
ARTICLE 2.....	1
<i>Recognition of Association</i>	
ARTICLE 3.....	2
<i>Association Activity</i>	
ARTICLE 4.....	2
<i>Equal Treatment – Non Discrimination</i>	
ARTICLE 5.....	3
<i>Rights of Individuals</i>	
ARTICLE 6.....	3
<i>Management Rights</i>	
ARTICLE 7.....	3
<i>Work Rules</i>	
ARTICLE 8.....	4
<i>Grievance Procedure</i>	
ARTICLE 9.....	6
<i>Discipline</i>	
ARTICLE 10.....	7
<i>Seniority</i>	
ARTICLE 11.....	8
<i>Employment Postings</i>	
ARTICLE 12.....	8
<i>Salary</i>	
ARTICLE 13.....	10
<i>Holidays</i>	
ARTICLE 14.....	11
<i>Hours and Overtime</i>	
ARTICLE 15.....	12
<i>Longevity</i>	
ARTICLE 16.....	13
<i>Hospitalization, Dental and Prescription Drug Plans</i>	

ARTICLE 17.....	14
<i>Previous Fringe Benefits</i>	
ARTICLE 18.....	14
<i>Work Clothes</i>	
ARTICLE 19.....	14
<i>Jury Duty</i>	
ARTICLE 20.....	15
<i>No Strike or Job Action</i>	
ARTICLE 21.....	15
<i>Severability and Savings</i>	
ARTICLE 22.....	15
<i>Personal and Bereavement Days</i>	
ARTICLE 23.....	16
<i>Sick Leave</i>	
ARTICLE 24.....	17
<i>Vacations</i>	
ARTICLE 25.....	18
<i>Negotiation of Successor Agreement</i>	

## ARTICLE 1

### Preamble

This Agreement between the Borough of Manasquan (the "Borough") and the Municipal Workers Association (the "Association") has as its purpose the improvement and promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the amicable resolution of all differences, disputes, and grievances; and the establishment and determination of rates of salaries and wages, fringe benefits, hours of work and other terms and conditions of employment.

## ARTICLE 2

### Recognition of Association

The Borough recognizes the Association as the sole representative and bargaining agent for the purpose of collective negotiations to establish salaries, wages, fringe benefits, hours of work, and other terms and conditions of employment for all employees, including provisional employees, in the Association.

#### INCLUDING:

All full-time blue collar workers employed by the Borough as laborers, equipment operators, supervising laborers, water meter repairmen, senior parks maintenance workers and motor broom drivers in the Public Works and Water and Sewer Departments.

#### EXCLUDING:

All other employees of the Borough of Manasquan.

## ARTICLE 3

### Association Activity

Section 1. The Borough and the Association agree not to interfere with the right of employees to become or not to become members of the Association; and further, that there shall not be any discrimination or coercion against any employee because of association membership or non-membership.

Section 2. Employees shall have the right to erect and maintain a bulletin board in a conspicuous place for their own use. The location of the bulletin board shall be subject to the approval of the Superintendent of Public Works.

Section 3. The Borough agrees to allow the members of the Association to conduct Association meetings on Borough premises with approval of the Superintendent of Public Works. The Association shall provide 24 hours advance notice of the meeting and the meetings shall not be held during regular working hours. The notice shall be provided to the Superintendent of Public Works and to all other employees.

## ARTICLE 4

### Equal Treatment – Non Discrimination

The Borough and the Association agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, political affiliation, or Association membership or non-membership.

The Borough also agrees that no employee shall be subjected to harassment, and that every employee shall be treated within the accepted standards of decency, courtesy and respect.

## ARTICLE 5

### Rights of Individuals

Nothing contained in this Agreement shall abridge the rights of the Borough, its agents, and employees under the laws of the State of New Jersey.

## ARTICLE 6

### Management Rights

It is mutually understood and agreed that the Borough has the prerogatives of management in the direction of the employees including, but not limited to, the rights of hiring; suspending; laying off; discharging for proper cause; promoting; transferring; assigning or reassigning; or scheduling so as to determine the standards of selection for employment; of maintaining the efficiency of its operation and technology of performing its work; establishing contracts or sub-contracts for Borough operations, provided that this right shall not be used for the purpose or intention of undermining the Association or discriminating against its members; of determining the methods, means, and personnel by which its operations are to be conducted; of determining the content of job classifications, subject to State Department of Personnel regulations and other applicable law or provisions of this Agreement.

## ARTICLE 7

### Work Rules

The Borough shall establish reasonable and necessary rules of work and conduct for employees and these rules shall be duly and conspicuously posted. All work rules shall be equitably applied by the Borough.

## ARTICLE 8

### Grievance Procedure

#### Section 1. – General

A "grievance" shall mean a complaint by an employee(s) that there has been a misinterpretation or violation of policies, agreements or an administrative decision affecting them.

#### Section 2. – Exceptions to Grievance Procedure

This procedure shall not serve in lieu of processes which must be followed in accordance with New Jersey laws or regulations promulgated therein.

#### Section 3. – Procedure to be Followed

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Step 1: An employee shall, within twelve (12) working days, verbally present and discuss a complaint with the employee's immediate supervisor or shift supervisor on an informal basis. In the event the matter is not resolved informally, the grievant may submit the grievance in writing within ten (10) days of the informal meeting to that immediate supervisor who shall hear the grievance. The grievant may be represented by the Association.

Step 2: If the grievant is dissatisfied with the disposition of the grievance by the immediate supervisor, the grievant shall first present the grievance to the head of the Association, who shall indicate in writing that the Association agrees or disagrees with the desire of the grievant to proceed to the next step of the grievance procedure. The grievant may proceed with the grievance procedure with or without the approval of the Association, by presenting the grievance in writing within five (5) days to the Superintendent of Public Works (or designee). Both the employer and the employee shall have the opportunity to present witnesses and pertinent records in order to dispose of the grievance. The grievant may be represented by the Association.

Step 3: If the employee is not satisfied with the decision of the Superintendent of Public Works at the second step, the grievance shall be placed in writing, signed by the employee and presented to the Chairperson of the Public Works Committee within three (3) working days after the date of the decision by the Superintendent of Public Works. The Chairperson of the Public Works Committee shall within fifteen (15) days of the receipt of the written grievance arrange a meeting with the employee and the employee's representative. The Mayor and Council shall give the employee a written answer to the grievance within three (3) working days after the date of such meeting. Alternatively, the Mayor and Council may review the written grievance of the employee and the written decision of the Superintendent of Public Works within fifteen (15) working days of the receipt of the grievance from the employee in lieu of arranging a meeting with the employee and the employee's representative. In this event, the Mayor and Council shall give the employee a written answer to the grievance within three (3) working days after the date of the review aforesaid. If the grievance is not settled at Step 3 of this procedure, the employee may elect to proceed through the State Department of Personnel or Step 4 of the grievance procedure. Upon electing to proceed through either the State Department of Personnel procedure or Step 4 of this grievance procedure, the choice of the employee shall then become exclusive in nature and the employee cannot at a later time use some other type of procedure to settle the grievance.

Step 4: If the grievance is still unsettled, the Association may within fifteen (15) days, after the reply of the Mayor and Council is due, by written notice to the Mayor and Council, require arbitration through PERC or the State Board of Mediation. The Arbitration proceedings shall be conducted by an Arbitrator to be selected by the Borough and the Association within seven (7) days after notice has been given. If the parties fail to agree upon an arbitrator, the State Mediation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Borough and employee shall have the right to strike two names from the panel. The Borough shall strike the first name, the employee then strikes one name, etc., and the name remaining shall be the arbitrator. The Arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Borough and the grievant. It is understood by and between the parties hereto that the decision of the Arbitrator shall be binding upon the parties.



#### Section 4. – Representation

In using the grievance procedure established herein, an employee is entitled at each step to be represented by an Association representative or an attorney of his own choosing, but not by both.

#### Section 5. – Notification to Union

A copy of every grievance filed pursuant to Steps 2, 3 and 4 shall be filed by the grievant with the Association.

### ARTICLE 9

#### Discipline

##### Section 1.

A. Discipline of an employee shall be imposed only for just cause. Discipline under this Article means official reprimand, fine, suspension, demotion or removal. Demotion or removal based upon a layoff or other operational judgment of the Borough shall not be construed to be discipline. Just cause for discipline up to and including removal shall include, but not be limited to, the cause set forth in N.J.A.C. 4A:2-2.3.

B. Where the Borough and/or its designee imposes or intends to impose discipline, written notice of such discipline shall be given to the employee. The notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

C. Misconduct. In the event a formal charge of misconduct is made by the Borough against an employee, the employee shall be entitled to have an Association representative as a witness or as an advisor during the subsequent interrogation of the employee concerning the charge. No recording of such procedure shall be made without notification to the employee. There shall be no presumptions of guilt. The employee and/or the Association, if present, may request and receive a copy of any recordings made of the hearings.

D. Any disciplinary matter of less severity, (e.g. reprimand, suspension of not more than five (5) days, or fines not more than five (5) days pay) than those from which appeal may be made to the State Department of Personnel may be subject of an appeal filed through the grievance procedure. The employee may be represented at such proceedings by Association officials or legal counsel. The Superintendent of Public Works (or designee) shall render a written decision and such decision shall be final.

## ARTICLE 10

### Seniority

A. Seniority is defined as an employee's continuous length of service with the Borough beginning with the latest date of hire as a provisional or permanent employee. A newly hired employee shall be considered probationary and without seniority.

B. An employee shall be considered to have seniority as of the date of hire with the Borough. Seniority shall accumulate until there is a break in the employee service.

C. An employee shall be considered to have job classification seniority from the time the employee is certified to the position or title classification by the Department of Personnel. Job classification seniority shall accumulate until there is a break in the employee service.

D. A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off, provided however, job classification seniority, accrued prior to lay off, shall be continued upon recall and reemployment. Seniority determination for an employee reemployed from a regular reemployment list shall begin as of the date of reemployment, except that, when determining the order of layoff or demotion, ties or equal seniority will be broken by consideration of the period of permanent employment prior to the break in service.

E. In the case where an employee is promoted but does not successfully complete the probationary period, the employee may return to the employee's previous job classification without loss of job classification or seniority.

F. Seniority shall be given preference in promotions, demotions, layoffs, recalls and vacation schedules. When ability to perform work and physical fitness are considerations in any of the aforementioned, the Borough shall make the final determination.

## ARTICLE 11

### Employment Postings

Notices of all job vacancies shall be posted by the Borough, whenever possible, on employee bulletin boards throughout the various work areas fifteen (15) calendar days in advance of the closing date for filling the vacancy. The notices will contain: the job classification; a description of the work; the place of employment; the rate of pay; and the hours of work. All permanent employees of the unit shall be given the opportunity to apply in writing to the Borough to fill these positions.

## ARTICLE 12

### Salary

The salary guides for the employees covered by this employment contract for the period commencing January 1, 2006 through December 31, 2009 are attached as Appendix "A".

Section 1. The salary appendix as attached shall be pursuant to the specifications of the memorandum of agreement reached between the parties.

Section 2. All regular appointments to positions in the competitive, noncompetitive and labor divisions of the classified service shall be subject to a working test period except appointment from regular or special reemployment lists or appointments to a comparable or lower class title in lieu of layoff.

The purpose of the working test period (probationary period) is to enable to the appointing authority to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent status.

The working test period shall not include any time served by an employee under provisional, temporary or emergency appointment, but shall commence with the date of beginning work after regular appointment and extend over a period of three (3) months.

Two (2) written evaluations will be completed which accurately describe the probationer's job performance. Each evaluation is to be signed by both the supervisor and the probationer with space permitted for comments made by the probationer.

If the conduct and/or performance of the probationer is unsatisfactory, the appointing authority shall give written notice to the probationer and the Department of Personnel that the services of the probationer will be discontinued and the reasons for such action. The notice shall be made on or before the expiration of the working test period. All Department of Personnel rules and regulations will apply.

The prescribed waiting period for all employee benefits begins with the probationers date of hire. All Borough sponsored benefits, except health and dental insurance programs, shall be effective at the satisfactory conclusion of the working test period. In the event an employee is eligible for health and dental insurance programs, the benefits shall be subject to eligibility period set forth in such insurance contracts.

Section 3. The salary of any member of the Association who is promoted shall be negotiated at the time the promotion is contemplated.

## ARTICLE 13

### Holidays

Section 1. Unit members shall be entitled to the thirteen (13) paid holidays listed below:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Good Friday
Labor Day	

Section 2. If one of the above holidays falls on a Saturday, employees shall have the preceding Friday off. If one of the above holidays falls on a Sunday, employees shall have the following Monday off.

Section 3. The observance of any holiday may be adjusted to another date by mutual consent of the Borough and the Association. The party seeking to adjust a holiday date shall provide the other party with not less than three (3) weeks advance notification should it wish to discuss the observance of any holiday on an adjusted date.

Section 4. When an employee is required to work on any of the thirteen (13) holidays listed above, the employee shall be paid at the employee's normal hourly rate of pay plus one day holiday pay.

## ARTICLE 14

### Hours and Overtime

Section 1. The work week shall consist of eight (8) hours per day, forty (40) hours per week, Monday through Friday. The week day shall commence at 7:00 a.m. and terminate at 3:00 p.m.

Employees in the Water Department, in the sole discretion of the Superintendent or his designee, can be assigned to work on Sundays for which they shall receive a ten (10%) percent increase over the regular hourly rate of pay. In the event an employee is assigned to work on a Sunday, the employee shall have the preceding Friday and Saturday off in lieu of a week-end. Sunday assignments for employees in the Water Department shall be on a round robin seniority basis in title assignment, based on ability to perform the assigned duties. Employees shall have the right to decline Sunday assignment of duty; provided however, the Superintendent or his designee, in his sole discretion, shall have the right to mandate that employees work by applying an inverse seniority basis in title assignment, based on ability to perform the duties.

Employees in the Street Department, in the sole discretion of the Superintendent or his designee, can be assigned to work on Saturdays for which they shall receive a ten (10%) percent increase over the regular hourly rate of pay. In the event an employee is assigned to work on a Saturday, the employee shall have the following Sunday and Monday off in lieu of a week-end. Saturday assignments for employees in the Street Department shall be on a round robin seniority basis in title assignment, based on ability to perform the assigned duties. Employees shall have the right to decline Saturday assignment of duty; provided however, the Superintendent or his designee, in his sole discretion, shall have the right to mandate that employees work by applying an inverse seniority basis in title assignment, based on ability to perform the duties.

Employees who are required to work overtime (other than scheduled Saturday or Sunday assignments) shall be approved by the Superintendent (or designee) and will be compensated for such overtime work at the rate of time and one-half of the normal hourly rate of pay of the employee. Overtime work shall be documented by an appropriate "overtime slip" and shall be subject to the approval of the Superintendent (or designee).

Section 2. Overtime is defined as work performed by an employee exceeding forty (40) hours in any one week, or when an employee is recalled to work on a day off.

Section 3. In the event an employee is called in to duty other than the employee's normal assignment, the employee shall be paid overtime for all time worked during such period but in no such case shall the employee be paid for less than two (2) hours regardless of actual time worked.

Section 4. Compensation for water testing, other than during normal hours of employment, shall be paid at the rate of one hour at overtime rate of pay.

Section 5. Employees may elect to receive compensation for overtime employment either monetarily or by receiving compensating time off. Compensation for overtime shall be paid to an employee on the next date on which a regular payroll is made by the property authority.

Section 6. Overtime (other than Saturday and Sunday assignments) shall be on a round robin seniority basis in title assignment, based on ability to perform the duties, so that each employee is afforded an opportunity to receive overtime work.

Section 7. There shall be one fifteen (15) minute work break for all employees in the morning and there shall be one fifteen (15) minute work break for all employees in the afternoon or, alternatively, one thirty (30) minute work break.

Section 8. Employees shall receive meal money when required to work overtime if overtime continues two (2) hours beyond regular working period, and when the employee is performing a snow plowing or salting assignment. If the employee is on an overtime basis, the employee shall be entitled to payment for meals if overtime work continues beyond the regular working period. Furthermore, an employee shall receive additional payment for such meals for each six (6) hours overtime performed thereafter. The meal payment shall be in the sum of five (\$5.00) dollars per meal.

## ARTICLE 15

### Longevity

Section 1. In addition to the salary and other compensation provided in this contract, all regular employees shall receive annual longevity pay as follows:

- A. On completion of five (5) years or more service, an employee shall receive four percent (4%) of annual base salary.
- B. On completion of ten (10) years of service, an employee shall receive five percent (5%) of annual base salary.

C. On completion of fifteen (15) years of service, an employee shall receive six percent (6%) of annual base salary.

D. On completion of twenty (20) years' service, an employee shall receive seven percent (7%) of annual base salary.

E. On completion of twenty-five (25) years or more of service, an employee shall receive nine percent (9%) of annual base salary.

Section 2. At the option of the employee, longevity may be paid in one lump sum during the first payroll of December or longevity payments may be pro-rated and included in each bi-weekly payroll check.

## ARTICLE 16

### Hospitalization, Dental and Prescription Drug Plans

Section 1. Each employee shall receive a fully paid "Health Insurance Fund of Monmouth and Ocean Counties" per current practice, including major medical coverage, or the complete equivalent. Coverage shall include the employee, spouse and dependents. As soon after execution of this contract as is practicable, the Borough shall have the right to provide all bargaining unit members with the current PPO Medical Insurance Plan as currently exists as an option.

Section 2. The Borough shall enroll the employee in a prescription drug plan to provide a fully paid \$0/\$10 full family prescription drug plan. As soon after execution of this contract as is practicable, the Borough shall have the right to provide a fully paid family drug prescription plan which provides for a \$15.00 co-payment for brand name drugs and a \$5.00 co-payment for generic drugs.

Section 3. The employee shall receive a fully paid "Health Insurance Fund of Monmouth and Ocean Counties" dental plan including orthodontia coverage. Coverage shall include the employee, spouse and dependents.

Section 4. Employees covered by this contract shall be provided with a "flexible spending account" providing for payment of any uncompensated medical-prescription or dental expenses in the following amounts:

Single Employee	-	\$200.00 per year
Parent and child	-	\$400.00 per year
Husband and wife	-	\$600.00 per year
Full Family	-	\$800.00 per year



Section 5. The Borough shall provide each employee with hepatitis inoculations in accordance with its exposure control plan.

## ARTICLE 17

### Previous Fringe Benefits

Section 1. It is agreed that any benefits presently received by the employees, which are not included in this contract, shall continue, provided however, that any benefit not included in this contract and which subsequently is claimed as a benefit under this Agreement will not be considered a valid benefit of employment if the previous fringe benefit and the precedent it established transpired more than two (2) years prior to the effective date of this Agreement.

## ARTICLE 18

### Work Clothes

Section 1. Employees are entitled to receive a clothing and work boot allowance of seven hundred ten (\$710.00) dollars for the duration of this Agreement payable in the first pay period in January. Clothing and work boot purchases of employees shall meet standards as promulgated by the Borough, and it shall be the responsibility of each employee to maintain said equipment.

Section 2. The clothing and work boot allowance paid under Section 1 of this Article shall be allowed only for actual expenditures made for the purpose of replacing clothing, uniforms or work boots used in the performance of the employee's duties. All bills and receipts with respect to purchases of clothing, uniforms or work boots shall be delivered to the Superintendent of Public Works within ten (10) days after such purchase. An employee may be reimbursed (or a vendor paid) for an amount not to exceed the clothing allowance set forth in Section 1.

## ARTICLE 19

### Jury Duty

Employees shall receive full salary while serving on jury duty in exchange for assignment to the Borough of the jury duty compensation.

## ARTICLE 20

### No Strike or Job Action

Neither the Association nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Borough, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article, may be discharged or otherwise disciplined by the Borough pursuant to the rules and regulations of the Department of Personnel or any state statute applicable thereto.

## ARTICLE 21

### Severability and Savings

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed to be valid, except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

## ARTICLE 22

### Personal and Bereavement Days

Section 1. Each employee covered under this Agreement shall be entitled to five (5) personal days annually. Personal days are defined as the taking of a day off by any employee for any personal reasons, which in the opinion of the employee is sufficient reason for the taking of said time off. The time off shall be with full pay. All requests for personal days shall be made to the Superintendent of Public Works with a minimum of forty-eight (48) hours' notice under normal conditions. The request shall be granted or denied within two (2) days of said request. A review of any denial shall be by the Chairman of the Public Works Committee within three (3) days of the original request. A copy of said request must be given by the employee to the Municipal Clerk.

Section 2. Whenever a death occurs in an employee's immediate family, the employee shall suffer no loss of pay for up to three (3) days of consecutive leave, provided that one (1) of those days is the day of the funeral. Immediate family is defined to include spouse, children, parents, grandparents, brothers, sisters and spouse's parents, or the death of a relative who resides with the employee, or with

whom the employee resides, as well as any step-children or children to be adopted that may reside with the employee.

Section 3. When the death of a relative not residing with the employee, other than those named in Section 2 above, occurs, the employee shall be granted leave with pay for one (1) day.

The bereavement benefits set forth herein shall not be deducted from sick leave and are not related to sick leave and shall be in addition to any personal days. Any employee taking more time than the prescribed bereavement periods set forth shall have such time deducted from the employee's sick leave, provided the Borough determines such deduction is necessary under the circumstances in accordance with the rules and regulations of the Department of Personnel.

## ARTICLE 23

### Sick Leave

Section 1. Sick leave shall accumulate at the rate of one and one quarter (1-1/4) days per month in the first year of service, commencing in the first month from date of hire, and shall accumulate year to year.

Section 2. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of sick days shall be pro-rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more sick leave than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess sick leave, and same shall be deducted from final pay.

Section 3. An employee who has been on sick leave for five (5) or more consecutive days will be required to submit acceptable medical evidence substantiating the employee's absence. An employee who has been absent from work due to illness five (5) or more days in any thirty (30) working days shall also be required to submit medical evidence substantiating the employee's absence from work. An employee who has been absent from work due to illness seven (7) or more days in any twelve (12) month period may also be required to submit medical evidence substantiating the employee's absence from work. The immediate supervisor of the employee may direct that employee obtain a doctor's note verifying the employee's previous illness and stating that the employee is now fit to return to work and carry out the employee's normal functions during the normal work schedule. The Borough may require an employee to undergo a medical examination to verify this determination. In such event, the Borough shall pay the cost of the examination provided that the Borough selects the physician

and that the employee is declared medically sound and able to resume the employee's normal job function during the normal work schedule.

Section 4. Written notice shall be given each employee annually, on or about January 15<sup>th</sup> of each year, showing the number of sick days accumulated. A sick leave report must be given to the Chief Financial Officer after the leave has been taken by the employee.

## ARTICLE 24

### Vacations

Section 1. An employee shall be entitled to select vacation according to the length of the employee's employment whenever possible and practical considering the needs of the Borough. Vacation schedules shall be the same as enjoyed by the Police Unit Agreement.

Section 2. It is assumed that an employee shall remain in the service of the Borough for the calendar year and the total number of vacation days shall be pro-rated and credited to the employee. If separation occurs before the end of the year and the employee has taken more vacation than that to which the employee is entitled, that employee shall be assessed the per diem rate of pay for the excess vacation days and same shall be deducted from final pay.

Section 3. Vacation time shall be taken within the year in which it is accrued but may be carried over into the next calendar year with Borough approval.

Section 4. Written notice shall be given by the Chief Financial Officer to each employee annually on or about January 15<sup>th</sup> of each year, showing vacation days accumulated.

Section 5. An employee shall be entitled to a vacation in accordance with the following schedule:

- A. One year through fourth (4<sup>th</sup>) year of service-twelve (12) working days.
- B. Fifth year through ninth (9<sup>th</sup>) year of service-fifteen (15) working days.
- C. Tenth year through fourteenth (14<sup>th</sup>) year of service-eighteen (18) working days.

- D. Fifteen year through nineteenth (19<sup>th</sup>) year of service-twenty-one (21) working days.
- E. Twentieth year through twenty-fourth (24<sup>th</sup>) year of service-twenty-four (24) working days.
- F. After twenty-four (24) years of service-twenty-eight (28) working days.

Section 6. A written copy of the vacation request must be given to the Municipal Clerk.

## ARTICLE 25

### Negotiation of Successor Agreement

The parties agree that negotiations of any successor agreement shall commence not later than ninety (90) days prior to the expiration of the date of this Agreement. Either the Borough or the Association may request the other party commence negotiations at an earlier date to be mutually agreed by the parties.

This Agreement may be extended beyond its termination date upon mutual agreement by the parties.

The parties agree to recommend to their respective membership the acceptance of the above terms and conditions of employment.

ATTEST:



COLLEEN SCIMECA, RMC, CMC

BOROUGH OF MANASQUAN



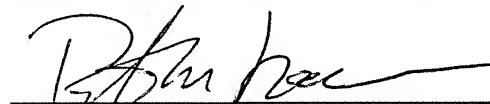
RICHARD DUNNE, Mayor

ATTEST:



EDWARD HILL, Secretary

MANASQUAN MUNICIPAL  
EMPLOYEES ASSOCIATION



PETER MOORE, President

## APPENDIX "A"

### Laborers Step Guide

<u>Months of Service</u>	<u>Annual Salary</u>			
	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
0-12 months	26,646.95	27,712.83	28,890.63	30,118.48
12-24 months	29,731.64	30,920.91	32,235.05	33,605.04
25-36 months	33,658.44	35,004.78	36,492.48	38,043.41
37-48 months	38,006.35	39,526.60	41,206.48	42,957.76
49-60 months	42,494.12	44,193.88	46,072.12	48,030.19
61-72 months	47,121.83	49,006.70	51,089.48	53,260.78
72+ months	51,890.78	53,966.41	56,259.98	58,651.03

Laborers shall move on the step guide on the anniversary date of employment

Tim Devereaux - 72+ months

Peter Moore - 72+ months as of 9/18/06

Raymond Shinn - 72+ months

Edward Soriano - 72+ months

Carmen Triggiano - Jan 1 hire	38,006.35	44,193.88	51,089.48	58,651.03
-------------------------------	-----------	-----------	-----------	-----------

### Classified Service

<u>Name of Employee</u>	<u>Annual Salary</u>			
Arthur Blair - Equipment Operator	56,704.52	58,972.70	61,479.04	64,091.90
Arthur Cowdrick - Suprv. Lab'r	"	"	"	"
Richard Grieb - Equipment Operator	"	"	"	"
John Keynton - Parks Maintenance (WATER METER REPAIRS)	"	"	"	"
Tom Nicastro - W/S Repairer	"	"	"	"
Christopher Lennon - Swp Broom Op.	54,297.66	Terminated employment 7/31/06		
Edward Hill - W/S Repairer (LABORER)	53,075.36	55,198.37	57,544.30	60,133.79